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Attorneys for Plaintiff

UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF NEW YORK

BRUCE M. MEISEL,

Plaintiff,

against

MICHAEL GRUNBERG,
FANNY GRUNBERG,
and ARIEL GRUNBERG,

Defendants.

07 Civ. 11610 (PKL)

**DECLARATION OF
BRUCE M. MEISEL**

STATE OF NEW JERSEY)
ss.:
COUNTY OF BERGEN)

Mr. Bruce M. Meisel hereby deposes and states the following under penalty of perjury:

1. I am the plaintiff in the above-captioned action, and I submit this Declaration in support of my Opposition to defendants' Motion to Dismiss the Complaint. This Declaration is based on my personal knowledge.

2. Attached hereto as Exhibit A is a true and correct copy of the letter agreement, dated June 23, 2005, among me, Michael Grunberg, Fanny Grunberg and 15 and 19 West 55th Street Realty Company.

I declare under penalty of perjury that the foregoing is true and correct. Executed on
March 28, 2008.



BRUCE M. MEISEL

EXHIBIT A

SOLOMON AND WEINBERG LLP

ATTORNEYS AT LAW

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DIRECT DIAL NUMBER:
201.487.6800 x235

DIRECT FACSIMILE NUMBER:

June 23, 2005

Mark M. Altschul, Esq.
Altschul & Altschul
18 East 12th Street
New York, New York 10003

Mr. Michael Grunberg
15 and 19 West 55th Street Realty Company
15 West 55th Street
New York, New York

Re: Meisel/Grunberg Agreement

Gentlemen:

This letter is intended to memorialize the agreement reached today between Bruce Meisel ("Meisel"), Michael Grunberg ("Grunberg") and 15 and 19th West 55th Street Realty Company (the "Partnership"). Meisel has agreed to sell, and Grunberg has agreed to buy from Meisel, all of Meisel's thirty percent (30%) interest in the Partnership for the sum of \$7.8 Million Dollars payable in cash on or before August 15, 2005 or such subsequent date to which the parties may agree provided that same shall not be later than September 30, 2005. The Partnership consents to such sale and consents to admit Grunberg or his designee as a partner in the Partnership.

The Partnership further agrees that it will timely pay to Meisel all distributions of income referable to Meisel's Partnership interests through June 30, 2005, with such sums to be paid on or before July 15, 2005 and the Partnership further agrees that it will not involuntarily incur any extraordinary expenses with respect to the Partnership or its assets through the date of closing.

The parties agree to execute such other and further documentation as may be necessary to effectuate this agreement. Either party shall cooperate with the other to effectuate a Section 1031 like kind exchange to the extent same may be applicable. The parties agree to take reasonable efforts to effectuate a Section 1031 exchange of the other parties with such efforts to be at no

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ATTORNEYS AT LAW


June 23, 2005

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expense to the cooperating party. The parties further agree to take such steps as are reasonably required to effectuate such Section 1031 exchanges which may include intermediary conveyances.

This agreement shall be binding upon and inure to the benefit of heirs, successors, and assigns of the parties and the Partnership.

Very truly yours,


Cory Mitchell Gray


ACCEPTED AND AGREED:

Mark M. Altschul, Esq., as counsel for
Michael Grunberg, Fanny Grunberg
and the Partnership

By: 

Name: MARK M. ALTSCHUL

Title:


MICHAEL GRUNBERG, individually and
as authorized representative of
Fanny Grunberg and the Partnership


BRUCE MEISEL